



FEE APPRAISER WORK ORDER

ROW CSJ No.: **0033-05-077** ROW Account No.: **8008-01-038** County: **JONES**

Federal Project No.:

Parcel(s) (if applicable): 4, 6, 8

Work Order #: 2095

Date Auth: 01/22/2001

Highway: US 83

Beginning Limit: at FM 1082

Ending Limit: in Hawley

This work order is in accordance with the provisions of the Statewide contract, Form ROW-A-2, executed under 01/22/2001 between the State and the Appraiser, and by signing the Work Order Agreement certifies that neither he or she nor any employee in his or her service has, directly or indirectly, any financial or personal interest in or to any tract, piece or parcel of land included within the limits of the subject parcel or project except as follows:

and, further, that neither he or she nor any employee in his or her service, has, directly or indirectly, any financial or personal interest, other than his or her employment or retention by the State, in any contract or subcontract in connection with such project. The Appraiser, by his or her execution, further certifies that should he or she or any employee in his or her service acquire in the future, prior to completion of appraisal services, any such interest in property within the project or in any contract or subcontract in connection with such project, he or she will immediately notify the State of such interest or interests.

William S. Beam agrees to personally inspect, research, analyze, and provide a written Appraisal Report, in triplicate, which will determine the just compensation in relation to the parcel(s) identified below.

\$9,375.00 represents the total work order fee agreement for providing the Appraisal Reports described below.

Your certification is due to expire on 09/30/2005. Please contact the Right of Way Division with a certification update, which will allow payment for this job to be processed. The certification update must indicate that no expiration of the Appraisal Certificate has occurred at any time during the life of this work order. This procedure is applicable only if your certification expires before the due date of the appraisal covered by this work order.



FEE APPRAISER WORK ORDER (continued)

ROW CSJ No.: 0033-05-077 ROW Account No.: 8008-01-038 County: JONES

Federal Project No.:

| Parcel No. | Acquisition Interest | Size | Taking Type | Appraisal Format | Property Type | Fee | Due Date |
|------------|----------------------|---------------|----------------|------------------|---------------|------------|-----------|
| 4 | Fee Simple | 0.03200 Acres | Partial Taking | A-5 | Commercial | \$3,375.00 | 2/23/2001 |

Problem Statement(s):

Property is currently being used as a cafe. The area of taking is level and covered with gravel. The area is also being used as parking for the cafe.

| Parcel No. | Acquisition Interest | Size | Taking Type | Appraisal Format | Property Type | Fee | Due Date |
|------------|----------------------|---------------|----------------|------------------|---------------|------------|-----------|
| 6 | Fee Simple | 0.08800 Acres | Partial Taking | A-5 | Commercial | \$1,875.00 | 2/23/2001 |

Problem Statement(s):

Property is currently being constructed for use as a convenience store. The area of taking is level and being used as an entrance for the proposed store.

| Parcel No. | Acquisition Interest | Size | Taking Type | Appraisal Format | Property Type | Fee | Due Date |
|------------|----------------------|---------------|----------------|------------------|---------------|------------|-----------|
| 8 | Fee Simple | 0.06000 Acres | Partial Taking | A-5 | Residential | \$2,625.00 | 2/23/2001 |

Problem Statement(s):

The area of taking runs along the front of a residential home. A fence runs along the property line and the existing ROW line. The area is grassy and has a gravel drive from the frontage road to the property.



FEE APPRAISER WORK ORDER (continued)

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The Appraiser shall comply with, and the Appraisal Report shall conform to, TxDOT guidelines as outlined in the TxDOT Appraisal and Review Manual, USPAP Guideline Handbook, and applicable Federal, State and Local laws. The Appraiser shall use all proper techniques, methods, and analyses applicable, including those specifically named in the State's real estate appraisal report form.

The Appraiser further agrees that a rate of \$75.00 per hour has been established for any work requested by the State for court preparation or testimony.

The Appraiser represents that he or she is licensed or certified by the State Appraiser Licensing and Certification Board, is well qualified by training and experience and is in position to prepare and furnish to the State the desired appraisal reports.

The Appraiser shall not discriminate in any manner or method on the grounds of race, color, sex, national origin, age or handicap.

The Appraiser will be paid for the report(s) included in this work order upon the receipt of the reports(s) with an attached invoice in the District. However, the payment for the report(s) does not imply final acceptance of the report(s) by TxDOT. If it is determined by TxDOT that the report(s) does not meet TxDOT standards, the appraiser agrees to make appropriate corrections and resubmit the report at his/her own expense.

Appraiser

The State of Texas

Date

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by the Texas Transportation Commission.

Review Appraiser

District Engineer

Date



Child Support Affidavit For Negotiated Contracts and Grants

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Federal Project No.:

Parcel(s) (if applicable): 4, 6, 8

Description of Services: Initial Appraisal

The undersigned hereby swears and affirms under penalty of perjury under the laws of the State of Texas:
That neither the sole proprietor, partner, majority shareholder, nor substantial owner of an entity making an offer to enter into a TxDOT contract or applying to receive a state-funded grant is a delinquent obligor who is 30 or more days delinquent in paying child support under a court order or a written repayment agreement. A substantial owner is one who has at least ten percent interest in the firm.

Pursuant to the provisions of Section 2.01, Subchapter 14, Family Code, any sole proprietor, partner, majority shareholder, or substantial owner who is a delinquent obligor is ineligible to submit an offer for a TxDOT contract or apply for a TxDOT-funded grant until (1) all arrearages have been paid; or (2) the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.

This sworn statement is a material representation of fact upon which reliance is placed to determine the offeror's eligibility to receive a grant or to enter into this contract. Submission of this sworn statement is a prerequisite for entering into a contract or receiving a grant from TxDOT.

If at any time it is determined that the representations made herein by the undersigned are false or in error, the contract or grant becomes null and void, and TxDOT shall avail itself of remedies existing in equity and in law.

Signed

Date

Notary Public for the State of Texas



Debarment Certification
(Negotiated Contracts)

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Description of Services: Initial Appraisal

- (1) The CONTRACTOR certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default.
- (2) Where the CONTRACTOR is unable to certify to any of the statements in this certification, such CONTRACTOR shall attach an explanation to this certification.

*Federal, State, or Local

Signature of Certifying Official

Title

Date